

**AMENDMENT NO. 2**  
**TO**  
**CONTRACT NO. MA-042-21010508**  
**FOR**  
**SOFTWARE MAINTENANCE**  
**AND**  
**DATABASE HOSTING SERVICES**

This Amendment (“Amendment No. 2”) to Contract No. MA-042-21010508 for Software Maintenance and Database Hosting Services is made and entered on July 01, 2024 (“Effective Date”) between ImageTrend, LLC (“Contractor”), with a place of business at 20855 Kensington Blvd., Lakeville, MN 55044-7486, and the County of Orange, a political subdivision of the State of California (“County”), through its Health Care Agency, with a place of business at 200 W. Santa Ana Blvd., Ste. 650, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as “Party” or collectively as “Parties”.

**RECITALS**

WHEREAS, County and ImageTrend, Inc. executed Contract No. MA-042-21010508 for Software Maintenance and Database Hosting Services, effective November 1, 2020 through October 31, 2025, in an amount not to exceed \$1,464,441 (“Contract”); and

WHEREAS, County and ImageTrend, Inc. executed Amendment No. 1 to replace Attachment B (Compensation and Payment Terms) of the Contract with Attachment B-1 (Revised Compensation and Payment Terms); and

WHEREAS, on January 25, 2023, ImageTrend, Inc. converted from a corporation to a LLC; and

WHEREAS, the Parties now desire to enter into this Amendment No. 2 to update the vendor name as a result of the conversion from ImageTrend, Inc. to ImageTrend, LLC; to increase the Contract’s amount not to exceed by \$54,603.49; and to replace Attachment B-1 (Revised Compensation and Payment Terms) of the Contract with Attachment B-2 (Revised Compensation and Payment Terms).

NOW THEREFORE, Contractor and County agree to amend the Contract as follows:

1. All references in the Contract to “ImageTrend, Inc.” are hereby deleted and replaced with “ImageTrend, LLC”.
2. The Contract’s amount not to exceed is increased by \$54,603.49, for a new total amount not to exceed \$1,519,044.49.
3. Attachment B-1 (Revised Compensation and Payment Terms) of the Contract is deleted in its entirety and replaced with Attachment B-2 (Revised Compensation and Payment Terms), which is incorporated by this reference.

4. Contractor shall continue to reference invoices with MA-042-21010508 to be forwarded to: Orange County, Health Care Agency, Accounts Payables, P.O. Box 689, Santa Ana CA 92702 or email to [HCAAccountsPayable@ochca.com](mailto:HCAAccountsPayable@ochca.com).

This Amendment No. 2 modifies the Contract, including all previous amendments, only as expressly set forth herein. Wherever there is a conflict in the terms and conditions between this Amendment No. 2 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 2 prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 2, remain in full force and effect.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company. If Contractor is a limited liability company ("LLC"), every member of the LLC may sign the Contract binding the LLC, unless the articles of organization of the LLC indicate that the LLC is a manager-managed LLC, in which case a managing-member of the LLC must execute the Contract on the LLC's behalf.

**Contractor: ImageTrend, LLC**

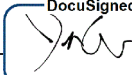
JOSEPH GRAW

Chief Growth Officer

Print Name

Title

Signature

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1/22/2024

Date

JON SACHS

Treasurer

Print Name

Title

Signature

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1/23/2024

Date

**County of Orange**, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

Print Name

Deputy Purchasing Agent

Title

Signature

Date

Approved as to Form  
Office of the County Counsel  
County of Orange, California

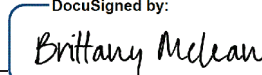
Brittany McLean

Deputy County Counsel

Print Name

Title

Signature

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1/23/2024

Date

**ATTACHMENT B-2****REVISED COMPENSATION AND PAYMENT TERMS****1. Compensation**

This is a fixed price Contract with an amount not to exceed \$1,519,044.49 for the Term of Contract.

Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work.

**2. Fees and Charges:** County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

Description	Term in Years	Per Year	Extended
<b>Software</b>			
<b>EMS, Critical Care, License Management, Patient Registry, DataMart, VI/MARS</b>			
ImageTrend Elite EMS Annual Support	5	\$21,481.38	\$107,406.90
ImageTrend Elite Field Annual Support	5	\$12,472.27	\$62,361.35
Visual Informatics (EMS and Trauma Cubes) Annual Support	5	\$6,652.15	\$33,260.76
CAD Integration (2 Count) Annual Support \$1385.87 per license	5	\$2,771.74	\$13,858.70
MARS (Mapping) Annual Transactional Fee	5	\$2,771.73	\$13,858.65
Continuum Domain: Performance Insights	1	\$24,440.00	\$122,200.00
AIS Codes for Patient Registry	1	\$700.00	\$3,500
NEMESIS/NISE Auto Export Annual Support Fee	5	\$415.76	\$2,078.80
Critical Care Annual Support	5	\$3,463.89	\$17,319.45
Patient Registry System (Trauma, STEMI, Stroke Categories) Annual Support	5	\$19,748.58	\$98,742.91
License Management System Annual Support	5	\$12,646.02	\$63,230.10
ImageTrend HIH and Integrations Annual Support	5	\$43,561.00	\$217,805.00
<b>Additional ImageTrend HIH and Integrations Annual Support</b>	<b>5</b>	<b>\$41,070.80</b>	<b>\$41,070.80</b>
<b>Pro-Rated Additional ImageTrend HIH and Integrations Annual Support 7/1/24-10/31/24</b>		<b>\$13,690.32</b>	<b>\$13,690.32</b>
Hospital Hub Annual Support	5	Included	Included
Vault™ Records with Attachments	5	\$5,000.00	\$25,000.00
<b>Annual Support Total</b>		<b>\$210,885.64</b>	<b>\$835,383.74</b>
ImageTrend Elite EMS Annual Hosting	5	\$12,454.65	\$62,273.25
Patient Registry System (Trauma, STEMI, Stroke Categories) Annual Hosting	5	\$6,396.30	\$31,981.50
License Management System Annual Hosting	5	\$25,000.00	\$125,000.00
Maintenance costs to cover insurance requirements	5	\$500.00	\$2,500.00
Hospital Hub (but remove Patient Tracking Web Module) Annual Hosting	5	Included	
Continuum SaaS Fee (EMS, CA Core Measures, Patient Reg, COMPASS Reports)	5	\$79,000.00	\$395,000.00

ImageTrend HIH and Integrations Annual Hosting with Hospital Hub (no POLST)	5	\$13,381.20	\$66,906.00
<b>Annual HOSTING Total</b>		<b>\$136,732.15</b>	<b>\$683,660.75</b>
<b>Support and Hosting Total</b>		<b>\$347,617.79</b>	<b>\$1,519,044.49</b>

3. **Price Increase/Decreases:** No price increases are permitted during the term of the Contract. County requires documented proof of cost increases on contracts prior to any price adjustment. A minimum of thirty (30) calendar days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to County. County may enforce, negotiate, or cancel escalating price contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing Contractor’s profit are not allowed.
  
4. **Firm Discount and Pricing Structure:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to County during the term of this Contract not otherwise specified and provided for within this Contract.
  
5. **Contractor’s Expense:** Contractor is responsible for all costs related to photo copying, telephone communications, fax communications, travel, and any and all “out of pocket” expenses incurred by Contractor while on County sites during the performance of work and services under this Contract. Contractor is responsible for payment of all parking costs and expenses incurred at a County facility while performing work under this Contract, except to the extent the County facility has free parking available to the public and Contractor makes appropriate use of this free parking. However, County will at no point provide free parking to Contractor in the County Civic Center.
  
6. **Payment Terms:** Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to County and verified and approved by the department and subject to routine processing requirements.  
  
 Billing shall cover services and/or goods not previously invoiced. Contractor shall reimburse County for any monies paid to Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.  
  
 Payments made by County shall not preclude the right of County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.
  
7. **Taxpayer ID Number:** Contractor shall include its taxpayer ID number on all invoices submitted to County for payment to ensure compliance with IRS requirements and to expedite payment processing.

8. **Payment – Invoicing Instructions:** Contractor must provide an invoice on Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, Contractor must leave an invoice with each delivery. Each invoice must have a unique number and must include the following information:
- a. Contractor's name and address
  - b. Contractor's remittance address
  - c. Contractor's Taxpayer ID Number
  - d. Name of County Department
  - e. Delivery/service address
  - f. Contract Number
  - g. Department's Account Number, if applicable
  - h. Date of invoice
  - i. Product/service description, quantity, and prices
  - j. Sales tax, if applicable
  - k. Freight/delivery charges, if applicable
  - l. Total

The responsibility for providing acceptable invoices to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and shall be returned to Contractor.

Invoice and support documentation are to be submitted to:

Orange County Health Care Agency  
Accounts Payable  
PO Box 689  
Santa Ana, CA 92702

9. **Payment (Electronic Funds Transfer)**  
County offers Contractor the option of receiving payment directly to its bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT shall also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address shall need to be provided to County via an EFT Authorization Form. Contractor may request a form from the DPA.

**CONSENT IN LIEU OF A SPECIAL  
MEETING OF THE SOLE MEMBER OF  
IMAGETREND, LLC**

**September 5, 2023**

The undersigned, constituting the sole member (the “Sole Member”) of IMAGETREND, LLC (the “Company”), acting pursuant to Section 322C.0407, subd. 5 of the Minnesota Statutes and the Company’s amended and restated operating agreement effective as of February 14, 2023 (the “Operating Agreement”) and other governing documents, hereby takes the following actions and adopts the following resolutions by written consent (the “Consent”), as of the date hereof:

**APPOINTMENT OF OFFICERS**

RESOLVED, that pursuant to the authority granted to the Sole Member under the Operating Agreement, the following-named persons are hereby appointed to the offices designated opposite their respective names, to hold such position until death, resignation, removal or disqualification, or until a successor is appointed.

President	Patrick Sheahan
Chief Executive Officer	Patrick Sheahan
Chief Financial Officer	Jon Sachs
Chief Growth Officer	Joe Graw
Secretary	Dan Quam
Treasurer	Jon Sachs

RESOLVED FURTHER, that the above-listed officers of the Company are, and each acting alone is, hereby authorized to do and perform any and all such acts, including execution of any and all documents and certificates, as such officers shall deem necessary or advisable, to carry out the best interests of the Company.

**GENERAL**

RESOLVED, that all actions taken by the Sole Member of the Company prior to the date of this Consent are within the authority conferred hereby and are ratified and approved;

RESOLVED FURTHER, that the actions taken by this Consent shall have the same force and effect as if taken at a meeting of the Sole Member pursuant to the Operating Agreement and the laws of the State of Minnesota; and

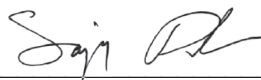
RESOLVED FURTHER, that this Consent may be executed in counterparts and such counterparts together shall constitute a single instrument. Delivery of an executed counterpart of this resolution by electronic means, including by facsimile transmission or by electronic delivery in portable document format (“.pdf”), shall be equally effective as delivery of a manually executed counterpart hereof and notwithstanding the date of execution shall be deemed to be effective as of the date set forth above.

*Signature page to follow*

IN WITNESS WHEREOF, the undersigned have executed this Consent as of the date first set forth above.

**Sole Member:**

**CROW RIVER BUYER, INC.**



\_\_\_\_\_  
Name: Sanjay Palakshappa

Title: Vice President and Secretary

*[Signature Page to Consent of ImageTrend, LLC]*